1 SOLICITATION/CONTRACT/ORDER FOR					1. REQUISITIO		PAGE 2 OF 89	
COMMERCIAL ITEMS					PR9161514			
2. CONTRACT NO.		3. AWARD/EFFECTIVE	4. ORD	ER NUMBER		5. SOLICITATION	ON NUMBER	6. SOLICITATION ISSUE
		DATE:				19NP402	20R1514	DATE 09/08/2020
7. FOR SOLICITE INFORMATION		a. NAME Mahesh K Puda	saini			b. TELEPHONE 1 calls) 977-1-4234	NUMBER(No collect	8. OFFER DUE DATE/ LOCAL TIME 10/07/2020, 17:00 hours local (Nepal) time
9. ISSUED BY		CODE		10. THIS ACC	UISITION IS			
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17.a. CONTRACTOR/OFFEROR CODE CILITY CODE				18a. PAYMENT WILL BE MADE BY Financial Management Officer U.S. Embassy Kathmandu Bramha Cottage, Narayan Gopal Sadak, Maharajgunj, Kathmandu				
□17b CHECK IF REOFFER	EMITTANCE IS DI	IFFERENT AND PUT SUCH A	DDRESS IN	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM				
19. ITEM NO.	S	20. SCHEDULE OF SUPPL	IES/SERVICES		21. QUANTIT	Y UNIT	23. UNIT PRICE	24. AMOUNT IN NRS.
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25. ACCOUNTING AND APPROPRIATION DATA						L	26. TOTAL AWARD	AMOUNT (For Govt. Use Only)
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38. S/R ACCOUNT NO. 39. S/R VOUCHER NO. 40. P.A.		40. PAID	BY							
41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR P.					42a.	RECEIVED BY (PRINT)				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41C. DATE	3	42b.	RECEIVED AT (Location	1)			
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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449 RFP NUMBER 19NP4020R1514 PRICES, BLOCK 23

1. SCOPE OF CONTRACT

The Contractor shall perform grounds keeping (outdoor) services, including furnishing all labor, material, equipment and services, for the U.S. Embassy Kathmandu. The price listed below shall include all labor, materials, insurance (see FAR 52.228-3 and 52.228-5), overhead, and profit. The Government will pay the Contractor the fixed price per month for standard services that have been satisfactorily performed.

After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start

The performance period of this contract is from December 01, 2020 and continuing for 12 months, with four one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

- (a) Standard Services. The Contractor shall provide standard grounds keeping services as specified in Section C for properties listed in Exhibit A.
- (b) Temporary Additional Grounds keeping Services. The Contractor shall provide Temporary Additional Grounds Keeping Services when requested by the Contracting Officer's Representative (COR) through a written order, but not to exceed the ceiling price without the Contracting Officer's approval. Temporary Additional Grounds keeping Services delivered shall be in addition to the Standard Grounds keeping Services and shall be priced at the unit price shown below. The tasks to be accomplished shall be additional quantities of the same tasks described in Section C.

Because Temporary/Additional Groundskeeping Services are based on indefinite delivery/indefinite quantity, the minimum and maximum amounts are defined below:

- (1) Minimum: The Government shall place orders totaling a minimum of 2,000 square meters. This reflects the contract minimum for the base year and option period.
- (2) Maximum: The amount of all orders shall not exceed 20,000 square meters. This reflects the contract maximum for the base year and each option period for temporary/grounds keeping additional services.

- (3) Emergency services: Contractor will provide services within 4 hours of time period in case of any emergency request or call by COR. The task order will be provided for the actual hours of work completed in the next working day.
- (4) it's over and beyond the normal contract and that it's a task order for the services to be done on a weekly basis for make-ready gardening services of operating leased (OL) vacant residences, which includes grass cutting, leaf/pine needle removal, planting, tree trimming, and lawn clearing and weeding of paved areas. Approximate area is between 500-700 SF for each house. There are 80 OL residences located 2 to 10 km away from Chancery and services to be done on weekly basis for gardening services during make ready or vacant period. The gardeners, tools and equipment including gardening trash removal and transportation to complete the grounds keeping work at the OL residences will be contractor's responsibilities. The contractor will not put gardening trash into embassy dumpsters.

The Contractor shall include a copy of the COR's written confirmation/task order for the Temporary Additional Grounds keeping Services and make readies grounds keeping services of OL residences.

2.0 PRICING

- (a) The Government will pay the Contractor a fixed price per month for Standard Services that have been satisfactorily performed. The Government will also pay the Contractor for Temporary Additional Grounds keeping Services, make readies grounds keeping services as well as emergency services ordered each month by the Government for satisfactorily completed work.
- (b) In addition to all direct (labor, equipment, materials) and indirect costs (overhead, general and administrative expenses), the Contractor shall include any premium pay for services required on holidays only in the fixed prices for Standard Services. The Contractor shall include any premium pay for overtime only in the fixed rates for Temporary Additional Grounds keeping Services.
- (c) The Government will also reimburse the Contractor at the purchase price for any materials or equipment ordered by the Government for Temporary Additional Grounds keeping Services.
- (d) The cost of Workers' Compensation War-Hazard Insurance Overseas (See Section I, FAR 52.228-4) is not reimbursable and shall be included in the Contractor's rates.
- (e) The Government will make payment in local currency.
- (f) The following notification is hereby incorporated:

JAMES ZADROGA 9/11 VICTIMS HEALTH AND COMPENSATION ACT OF 2010 NOTICE: UNLESS A WAIVER OR EXCEPTION APPLIES, PAYMENTS SUBSEQUENT TO THIS PROCUREMENT ARE SUBJECT TO AN EXCISE TAX OF 2% PERSUANT TO 26 U.S.C. 5000C

VAT VERSION A

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

2.2. BASE PERIOD

1.	Base Year Firm-Fixed Price for Standard Services for this Contract:				
1a.	Price per Month* x 12 months				
2.	Base Year Firm-Fixed Price for Temporary Additional Serv	ices for this Contract:			
2a.	Price per square meter*				
2b.	Estimated Number of square meters for Base Year	4,000			
2c.	Total Temporary Additional Services Not To Exceed (NTE) Price for Base Year (Total = items 2a x 2b)				
3.	Base Year Total for All Services (Total = items 1a +2c)				
4.	VAT				
5.	Base Year Total for All Services plus VAT (Total = items 3 +4)				

2.3. FIRST OPTION YEAR PRICES

1.	First Option Year Firm-Fixed Price for Standard Services for this Contract:			
1a.	Price per Month* x 12 months			
2.	First Option Year Firm-Fixed Price for Temporary Additional Services for this Contract:			
2a.	Price per square meter*			
2b.	Estimated Number of square meters for First Option Year	4.000		
	Total Temporary Additional Services Not To Exceed	1,5000		
2c.	(NTE) Price for First Option Year (Total = items 2a x			

	2b)	
	First Option Year Total for All Services (Total = items 1a	
3.	+2c)	
4.	VAT	
5.	First Option Year Total for All Services plus VAT (Total	
	= items 3 +4)	

2.4 SECOND OPTION YEAR PRICES

1.	Second Option Year Firm-Fixed Price for Standard Services	for this Contract:
1a.	Price per Month* x 12 months	
2.	Second Option Year Firm-Fixed Price for Temporary Addit	ional Services for this Contract:
2a.	Price per square meter*	
21	Estimated Number of square meters for Second Option	4.000
2b.	Year	4,000
	Total Temporary Additional Services Not To Exceed	
	(NTE) Price for Second Option Year (Total = items 2a x	
2c.	2b)	
	Second Option Year Total for All Services (Total = items	
3.	1a + 2c	
4.	VAT	
5.	Second Option Year Total for All Services plus VAT	
	(Total = items 3 + 4)	

2.5 THIRD OPTION YEAR PRICES

1.	Third Option Year Firm-Fixed Price for Standard Services for this Contract:			
1a.	Price per Month* x 12 months			
2.	2. Third Option Year Firm-Fixed Price for Temporary Additional Services for this Contract:			
2a.	Price per square meter*			
2b.	Estimated Number of square meters for Third Option Year	4,000		
	Total Temporary Additional Services Not To Exceed	,		
	(NTE) Price for Third Option Year (Total = items 2a x			
2c.	2b)			

	Third Option Year Total for All Services (Total = items 1a	
3.	+2c)	
4.	VAT	
	VAI	
5.	Third Option Year Total for All Services plus VAT (Total	
	= items 3 +4)	

2.6 FOURTH OPTION YEAR PRICES

1.	Fourth Option Year Firm-Fixed Price for Standard Services	for this Contract:
1a.	Price per Month* x 12 months	
2.	Fourth Option Year Firm-Fixed Price for Temporary Additional Control of the Contr	onal Services for this Contract:
2a.	Price per square meter*	
2b.	Estimated Number of square meters for Fourth Option Year	4,000
	Total Temporary Additional Services Not To Exceed	1,000
2c.	(NTE) Price for Fourth Option Year (Total = items 2a x 2b)	
2	Fourth Option Year Total for All Services (Total = items	
3. 4.	1a +2c)	
5.	VAT Fourth Option Year Total for All Services plus VAT	
	(Total = items 3 + 4)	

2.7 GRAND TOTAL

Base Year	
First Option Year	
Second Option Year	
Third Option Year	
Fourth Option Year	
Grand Total – Base plus All Option Years	

CONTINUATION TO SF-1449 RFP NUMBER 19NP4020R1514 SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20

1. PERFORMANCE WORK STATEMENT (PWS) – GROUNDS KEEPING SERVICES

The purpose of this contract is to obtain ground keeping services for real property owned or managed by the U.S. Government *at* U S Embassy Kathmandu. The Contractor shall perform ground keeping (gardening) services in all designated spaces.

1.1 WORK REQUIREMENT

- 1.1.1 General. This is a fixed-price contract for grounds keeping services for the U.S. Embassy Kathmandu, Nepal. The contract contains certain ordering provisions by which the Contracting Officer or his/her representative may require additional amounts of service for emergency support and temporarily additional service for around 80 (eighty) make-ready OL residences. The Contractor shall furnish ALL managerial, administrative and direct labor personnel; materials; seasonal, ornamental, perennial, and tree plants; flower pots, sod, and fertilizing soil; chemicals (pest, weed, and clover control); equipment; tools; transportation, consumables; and facilities for gardening staff to accomplish all work required by this contract. Specific services are described in detail below.
- 1.1.2 Personnel. The Contractor shall provide a qualified work force capable of providing the services required by the contract.

1.2 DEFINITIONS

"Chancery" means the building of the Post used for official activities located at Maharajgunj, Kathmandu.

"Singh Property" means the neighboring building and compound on the south side of the Chancery compound wall and connecting to the Embassy gated parking area by means of a gate.

"Phora Durbar" means the compound of the US Embassy used for official and recreational activities located at Kantipath, Kathmandu

"CMR" means the official residence of the Chief of Mission/Ambassador located at Kamaladi, Kathmandu

"DCMR" means the official residence of the Deputy Chief of Mission, located at Baluwatar, Kathmandu.

"Contracting Officer" means a person appointed with the authority to enter in and administer contracts on the behalf of the Government.

"Contracting Officers' Representative (COR)" means an individual designated in writing by the Contracting Officer to perform specific contract administration functions.

"General Instructions" mean those instructions, directives and guidelines that apply to all grounds keeping personnel.

"Government" means the Government of the United States of America.

1.3 GENERAL REQUIREMENTS

Maintenance and appearance of the grass, shrubbery, garden areas, trees, and related landscape elements of the U.S. Post and properties are an important part of the representational responsibilities of the U.S. mission. The Contractor's work shall be measured by the appearance of the landscape covered by this contract. The Contractor shall perform complete gardening and landscape maintenance services as described in this contract for all Government properties listed in Section J, Exhibit A. The Contractor shall include all supplies, consumables, labor force, transportation required, planning, administration, and management necessary to assure that all services comply with the contract, the COR's schedules and instructions, and all applicable laws and regulations. The Contractor shall meet all of the standards of performance identified in the contract. The Contractor shall perform all related support functions such as supply, subcontracting, quality control, financial oversight, and maintenance of complete records and files.

1.4 MANAGEMENT AND SUPERVISION

- 1.4.1. Supervision. The Contractor shall designate a representative who shall be responsible for on-site supervision of the Contractor's workforce at all times. This supervisor shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The supervisor shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff. The supervisor shall have supervision as his or her sole function.
- 1.4.2. The Contractor shall maintain schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services

without placing a burden on the security personnel of the Post. Standard Services shall be delivered between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday. For those items other than routine daily services, the Contractor shall provide the COR with a detailed plan as to the personnel to be used and the time frame to perform the service.

- 1.4.3. The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site on a regular basis. The Contractor shall coordinate these visits with the COR. These visits shall be surprise inspections to those working on the contract.
- 1.4.4. Technical Guidance. The Contractor shall have the services of a trained horticulturist with experience in the climate and soil conditions found locally to give technical guidance to the Contractor's work force and to develop and guide the Contractor's programs for lawn and tree care.
- 1.4.5. Grounds Maintenance Plan. The Contractor shall submit an annual Grounds Maintenance Plan that reflects the proposed frequency for meeting the requirements of this contract. The Grounds Maintenance Plan will be developed to fit the requirements of local conditions, types of vegetation, and climate factors. The Contractor shall submit the Grounds Maintenance Plan to the COR for approval within 30 days after contract award.

1.4.6. General Cleaning.

- b. Daily, for all properties (Chancery including Singh Property, Phora, CMR, and DCMR), the Contractor shall clean and put in order all premises areas to include lawn areas and shrubbery.
- c. Daily, the walkways, paved stone areas, representational patio, patrol path used by security staff along the perimeter wall of compound and parking lots that also includes ground surface of all kind's exterior to all building footprint at CMR properties should be cleaned.
- d. Weekly, the contractor shall use pressure washing for walkways and compound outside the building area as per instruction of COR on weekly basis for CMR.
- e. Monthly, the contractor shall clean ground gutters of Phora and CMR compound, and roof gutters up to 35 feet for Phora compound. This also includes the cleaning of open storm water drainages channels at ground levels that may or may not be covered with steel grating throughout all CMR, Phora and DCMR properties. Provide COR approved scaffolding or man lift to roof gutter cleaning work
- f. The contractor shall remove debris trapped and weeds sprung from joints, ditches, cracks, ground manholes, and drainage canals for CMR and DCMR, Phora, Chancery and Singh Property as and when needed.

- g. Quarterly, the contractor shall clean no man's land and solar roof gutter of Utility building up to 35 feet at Chancery compound. Provide COR approved scaffolding or man lift to perform solar roof gutter cleaning work.
- 1.4.7. Volleyball court and baseball field cleaning and maintaining. The Contractor shall keep the volleyball court at Chancery and Phora cleaned, grass maintained and ready for play daily. The Contractor will maintain the white marking with chalk powder or other white marking system to be maintained for players. The baseball court at Phora will be maintained by topping up with red dirt throughout the year for play. The volleyball court and baseball field cleaning/sweeping schedule will be part of the monthly ground's maintenance report.
- 1.4.8. Children's playground area and basketball court at the Phora compound. The Contractor shall keep the children's play area and basketball court in the Phora Compound free of leaves and gardening debris.
- 1.4.9. Outdoor Potted plants. The contractor shall provide regular maintenance of all outdoor existing potted plants in the Chancery (75 units), Phora (400 units), CMR (1200 units) and DCMR (200 units). This includes pest control and watering as well as replacement of unhealthy flowers as well as damaged pots. All these pots should be painted once every year with "Nepali Clay" paint.
- 1.4.10 Contractor is responsible to remove any vegetation from Chancery's jogging path, Phora's jogging/patrol path, CMR's patrol path used by security personnel, paved area in front of GSO building at Phora and paved parking lot at CMR. The chemical used for this cleaning of vegetation has to be approved by COR and this work should be performed as and when necessary.

1.5. LAWN CARE

- 1.5.1. Grass Cutting. The Contractor shall maintain the height of grass between 4 and 6 centimeters. The Contractor is responsible for all equipment and fuels needed to complete this task.
- 1.5.2. Edging. The Contractor shall edge all sidewalks, driveways, and curbs each time the adjacent grass is cut.
- 1.5.3. Trimming. The Contractor shall trim grass around trees, shrubs, cultivated areas, sprinkler heads, valves, fences, buildings, poles, and structures, so that grass height does not exceed the height of the adjacent grass.
- 1.5.4. Weeding. The Contractor shall weed the grounds and gardens on a continuous basis to prevent the growth of weeds into lawn and landscapes. The Contractor may use weed-killing chemicals to prevent the growth of weeds to eliminate grass

- and weeds in the cracks and joints within or along sidewalks and curbs. The Contractor shall obtain approval of the COR for all applications of weed killers.
- 1.5.5. Turf Repair and Re-Establishment. The Contractor shall, whenever necessary, repair areas damaged by vehicular traffic, oil and gas, building repairs, and normal foot traffic. The damaged area shall be filled in and leveled and then seeded or sodded and maintained to confirm to adjacent areas.
- 1.5.6. The method, frequencies, and dates of grass cutting, hedging, trimming, weeding, and turf repair shall be part of the Contractor's Grounds Maintenance Plan.

1.6. PRUNING

- 1.6.1. The Contractor shall maintain trees, shrubs, hedges, bushes, vines, ground cover and flowers.
- 1.6.2. The Contractor shall prepare a written schedule, as part of the Grounds Maintenance Plan, showing the method, frequencies, and dates of pruning.
- 1.6.3. The Contractor shall prune all shrubs, vines, bushes, ground cover, and trees to:
 - Direct and encourage plant growth in directions desired,
 - Remove dead and unsightly growth, and
 - Maintain a neat and attractive appearance.

The Contractor shall prune according to the schedule in the Grounds Maintenance Plan to ensure that all heavy pruning is accomplished during the proper season according to best horticultural practice. The Contractor shall prune all hedges and shaped shrubs to maintain proper shape at all times. The contractor shall prune the big trees a minimum of one time per year up to the height of 70-75 feet and shall bring their own equipment for pruning the trees. The collected debris more than 10 Cu.Ft. from the pruning will be contractor's responsibilities to take them out from the compound and the contractor will not put these debris into the embassy containers

- 1.6.4. At no additional cost to the Government, the Contractor shall replace any tree, bush or shrub that is killed or rendered unusable for its intended purpose through negligent or irresponsible practices that are attributable to the Contractor. If the old and dead trees need to be removed, the Contractor should replace them at Contractor's own cost with new trees/plants in consultation with COR and with COR's approval for the types of trees.
- 1.7. <u>LEAF REMOVAL</u>. The Contractor shall, daily, remove leaves and pine needles from the properties listed in Exhibit A.

- 1.8. <u>RECYCLED MATERIALS</u>. The Contractor shall promote recycled uses for lawn and tree debris in meeting other grounds keeping needs, such as mulch and compost. The Contractor shall use wooden mulch around the perennial and seasonal plants and around the bases of trees.
- 1.9. <u>REMOVAL OF DEBRIS</u>. The Contractor shall remove foreign material, cuttings, grass, leaves, bark, limbs, dead vegetation, paper, and trash from the maintained areas including walkways, stairways and curbs within or adjacent to the area. The Contractor shall remove all debris and equipment from the work site before the end of each workday. Debris removal shall prevent unsightly accumulation. The Contractor is responsible to collect debris on their own dumpster as all location covered by this contract and remove it from each site on daily frequency. All debris that are collected from this contract's day to day operation at each site is responsibility of contractor to store in dumpster and remove it from site on each working day at their own expense.

1.10. WATERING

- 1.10.1. The Contractor shall water lawns, flowers, shrubs, and trees to provide for moisture penetration to a depth of 7 centimeters. If natural precipitation is sufficient to fulfill this requirement, the Contractor may request the COR's permission to suspend watering to avoid too much water in the soil. The hoses and connections apart from the government's irrigation system will be contractor's responsibilities. Specific to Chancery where automated irrigation system is installed and operation it is contractor's responsibility to operate timing/controls on central irrigation panel which include day to day operation of this irrigation system.
- 1.10.2. The Contractor shall present the method, frequencies, and dates of watering in a written schedule in the Grounds Maintenance Plan. The schedule shall take into account the kinds of vegetation, local soil conditions, and the seasonal variations in plant moisture requirements.
- 1.10.3. The Contractor shall provide all hoses, portable sprinklers, and other similar irrigation equipment.
- 1.10.4. The Government shall furnish the supply of water.

1.11. FERTILIZER

- 1.11.1. The Contractor shall fertilize and lime the soil to promote proper health, growth, color, and appearance of cultivated vegetation, following proper horticultural practice for the types of vegetation, soil, weather conditions, and seasons of the year. Organic fertilizer is preferred.
- 1.11.2. The Contractor shall present the method of application, fertilizer type, frequencies, and dates of fertilizing and liming in the Grounds Maintenance Plan. The fertilizer type shall be approved by the COR.

- 1.11.3. The Contractor shall fertilize the lawn areas a minimum of two times per year.
- 1.11.4. The Contractor shall apply weed killer as needed per year. If weed killer is not required, the Contractor shall request a waiver in writing from the COR. The type of weed killer shall be approved by the COR.
- 1.11.5. The Contractor shall fertilize trees, shrubs, bushes, hedges, and plants a minimum of three times per year.
- 1.11.6 The Contractor will be encouraged to use organic fertilizer generated from US mission waste.
- 1.12. <u>PEST AND DISEASE CONTROL</u>. The Contractor shall maintain a program for controlling pests and plant disease so as to maintain flowers, shrubs, vines, trees and other planted areas in a healthy and vigorous condition. The Contractor shall obtain approval of the COR for all pesticides.
 - C.12.1. The Contractor shall present a plan for pest, disease, and clover control as a part of its Grounds Maintenance Plan.
- 1.13. <u>HAZARDOUS AND TOXIC SUBSTANCES</u>. It is the Contractor's responsibility to ensure the safe handling, storage, application, removal and environmentally sound disposal of all hazardous or potentially hazardous fertilizers, weed killers, clover killers, and pest control products utilized in this requirement.
 - 1.13.1 Contractor shall provide regular safety training on Chemical Hazard Communication that will cover safe handling of chemicals and pesticides to his/her employees. Contractor shall submit Safety Data Sheet (SDS) of all chemicals and pesticides to COR/POSHO and provide a copy to the site Supervisor. Supervisor and employees shall be aware of the associated hazards while handling chemicals and use appropriate Personal Protective Equipment (PPEs).
 - 1.13.2 Contractor shall provide training to his employees on use of power tools and equipment used for gardening purpose. Annual training shall cover PPEs and fall protection required while working above 6 feet from the ground
- 1.14. TEMPORARY ADDITIONAL SERVICES are services that are defined as Standard Services but are required at times other than the normal workday. These services shall support special events at the Post. The Contractor shall provide these services in addition to the scheduled services required by paragraph C.3 of this contract. The COR shall order these services as needed. This work shall be performed by trained employees of the Contractor and shall not be subcontracted. The COR may require the Contractor to provide temporary additional services with 24-hour advance notice.

1.14.1 The Contractor shall include in its next regular invoice details of the temporary additional services and any materials provided and requested under temporary additional services. The Contractor shall also include a copy of the COR's written confirmation or approved task order for the temporary additional services.

2. WORKING HOURS

All work shall be performed during Post working days from 8:00 AM to 5:00 PM except for the holidays identified in the Addendum in Section 2. Other hours may be approved by the Contracting Officer's Representative. The Contractor must provide at least 24 hour advance notice to the COR who will consider any deviation from the hours identified above.

3.0 DELIVERABLES

The following items shall be delivered under this contract:

<u>DESCRIPTION</u>	QUANTITY	<u>DELIVERY DATE</u>	DELIVER TO:
Insurance	1	10 days after award	Contracting Officer
Grounds Maintenance Plan	1	with proposal	COR
List of Personnel	1	15 days after award	COR
Transition Plan	1	10 days after award	COR
Licenses/Permits award	1	with proposal	COR
Schedule	1	weekly	COR
Monthly Activity Report	1	monthly	COR
Supply Stock Report	1	monthly	COR
Safety Incident Report	1	immediately after incident	COR
Payment Request	1	monthly	COR
Ground Maintenance plan	1	30 days after contract award	COR
Pruning Schedule	1	30 days after contract award	COR
Biographic form	1	20 days after contract award	COR

4. PERSONNEL REQUIREMENTS

4.1 GENERAL. The Contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the site. The Contractor shall preserve peace and protect persons and property on site. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional costs to the Government.

4.2 STANDARD OF CONDUCT

- 4.2.1 Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR). All employees should have five polo style shirts with company name marked on chest.
- 4.2.2 Neglect of duties shall not be condoned. The Contractor shall enforce no sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.
- 4.2.3 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient Government operations.
- 4.2.4 Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.

Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:

Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records:

Unauthorized use of Government property, theft, vandalism, or immoral conduct;

Unethical or improper use of official authority or credentials;

Security violations; or,

Organizing or participating in gambling in any form.

4.2.6 KEY CONTROL. The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from this contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system.

4.3. NOTICE TO THE GOVERNMENT OF LABOR DISPUTES

The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

PERSONNEL SECURITY

4.4.1 After award of the contract, the Contractor shall provide the following list of data on each employee who will be working under the contract. The Contractor shall include a list of workers and supervisors assigned to this project. The Government will run background checks on these individuals. It is anticipated that security checks will take 30 -60 days to perform. For each individual the list shall include:

Full Name Place and Date of Birth Current Address Identification number

For each individual contractor will fill the Biographic forms available in attachment and each contractor must be present for interview with Embassy's security officer in scheduled time.

4.4.2 Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the US Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

5. MATERIALS AND EQUIPMENT

The Contractor shall provide all necessary gardening supplies and equipment, including rakes, lawn mowers, hoe, pitchfork, pruning sheers, fertilizers to perform the work identified in Attachment A.

6. INSURANCE

6.1 AMOUNT OF INSURANCE. The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

- 6.2 GENERAL LIABILITY (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)
- 1. Bodily Injury stated in NRs.:

Per Occurrence NRs.600,000 Cumulative NRs.2,500,000

2. Property Damage stated in NRs.:

Per Occurrence Nrs.600,000 Cumulative NRs.5,000,000

- 6.3 The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.
- 6.4 For those Contractor employees assigned to this contract who are either United States citizens or direct hire in the United States or its possessions, the Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3, or host country nationals that do not have a DOL waiver.
- 6.5 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

any property of the Contractor, its officers,

agents,

servants,

employees, or

any other person,

arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

- 6.6 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.
- 6.7 Government as Additional Insured. The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State," as an additional insured with respect to operations performed under this contract.

6.8 Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within ten (10) days after contract award. The Government may rescind or terminate the contract if the Contractor fails to timely submit insurance certificates identified above.

7. LAWS AND REGULATIONS

- 7.1 Without additional expense to the Government, the Contractor shall comply with all laws, codes, ordinances, and regulations required to perform this work. If there is a conflict between the contract and requirements of local law, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.
- 7.2 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, unless they are inconsistent with the requirements of this contract.

8. TRANSITION PLAN

Within 10 days after contract award, the Contracting Officer may ask the Contractor to develop a plan for preparing the new Contractor to assume all responsibilities for gardening services. The plan shall establish the projected period for completion of all clearances of contractor personnel, and the projected start date for performance of all services required under this contract. The plan shall assign priority to the selection of all supervisors to be used under the contract.

(a) QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

Performance Objective	Scope of Work Para	Performance Threshold
Services. Performs all gardening services set forth in the scope of work.	1. thru 8.	All required services are performed and no more than one (1) customer complaint is received per month.

(b) SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

(c) STANDARD. The performance standard is that the Government receives no more than one (1) one customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

(d) PROCEDURES.

- (1) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- (2) The COR will complete appropriate documentation to record the complaint.
- (3) The COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (4) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (5) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (6) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (7) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (8) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

ATTACHMENT 1

GOVERNMENT FURNISHED PROPERTY

The Government shall make the following property available to the Contractor as "Government furnished property" for performance under the contract:

A. CHANCERY

- 1. Compound for gardening: 8,000 sq. meters / 2.0 acre / 86,000 sq. ft.
- 2. Address: Brahma Cottage, Maharajgunj, Kathmandu, Nepal
- 3. Frequency: 5 days per week; Monday Friday
- 4. Working hour: 8:00 AM to 5:00 PM

B. PHORA COMPOUND INCLUDING AMA

- 1. Compound for gardening: 12,000 sq. meters /3.0 acre /130,000.00 sq. ft.
- 2. Address: Phora Durbar, Kathmandu, Nepal
- 3. Frequency: 5 days per week; Monday Friday
- 4. Working hour: 8:00 AM to 5:00 PM

C. SINGH PROPERTY

- 1. Compound for gardening: 300 sq. meters /3,200.00 sq. ft.
- 2. Address: Shanti-Priya Marg, Maharajgunj, Kathmandu
- 3. Frequency: 5 days per week; Monday Friday
- 4. Working hour: 8:00 AM to 5:00 PM

D. CMR

- 1. Compound for gardening: 4,000 sq. meters / 1.0 acre / 43,000 sq. ft.
- 2. Address: Kamaladi, Kathmandu, Nepal
- 3. Frequency: 5 days per week; Monday Friday
- 4. Working hour: 8:00 AM to 5:00 PM

E. DCMR

- 1. Compound for gardening: 1000 sq. meters / 0.25 acre / 10, 760 sq. ft.
- 2. Address: Baluwatar, Kathmandu, Nepal
- 3. Frequency: 5 days per week; Monday Friday
- 4. Working hour: 8:00 AM to 5:00 PM

1. GOVERNMENT FURNISHED EQUIPMENT/TOOLS AND FACILITIES

Sl.no.	Gardening equipment as reference	Quantity
1	Riding Lawn Mower	3
2	Push Lawn Mower	13
3	Weed Eater	11
4	Grass shear	4
5	Hedge Trimmer	9
6	Power Blower	8
7	Battery charger	2
8	Seed Spreader	3
9	Chain Saw (electric)	5
10	Battery operated sprayer pump (16-liter container)	3
11	Line Marker	3
12	Roller	3
13	Power Soil Aerator (heavy duty)	2
14	Spring rake	12
15	Pole pruner	6
16	Oscillating type sprinkler	4

S.	Gardening tools as reference	QTY
N		
1	Pruning Scissor	25
2	Pruning Shear	20
3	Pointed Kutto	20
4	Hand Saw	22
5	Chain Saw	4
6	Sickle	20
11	Bamboo baskets	40
12	Bamboo broom	40
13	Trimmer line (ROLL)	10
14	Soft broom	50
15	String balls	40
16	Plastic Sheet (12Ft X 18Ft.)	4
17	Pad Locks	10
18	Sprinkler (1/2")	10
19	Gardening Hose 3/4" (ROLL)	10
20	Gardening Tap 3/4"	10

21	Hose Connector 3/4"	20
22	Axe	10
23	Safety goggles and gloves (set)	40
24	Rain Boots	40
25	Rubber Gloves	40
26	Dust Masks	40
27	Half-face Respirator Masks with cartridge	05
28	Full Body Harness with Lanyard	02
29	Wheelbarrow (Iron)	10
30	Shovel	16
31	Leaf Rakes	20
32	Gravel Rakes	10
33	Gardening Fork	10
34	Bow Rakes	10
35	Watering Can plastic	8
36	Fruit picker	4
37	Post hole digger (Wooden handle)	4

Plants and seeds as reference: Seasonal plants shall be replaced 4 times in a year and estimated quantities of seasonal plant is 9,000 for Chancery, 7000 for Phora, and 8000 for CMR & DCMR. Perennial plant for all properties are 600, and tree are 60 a year

S. N.	Plant name	S.N.	Plant name
1	Alyssum. (Sweet Alyssum).	54	Calandula
2	Amaranths.	55	Dianthus
3	Amaryllis. (Hippeastrum).	56	Petunia
4	Antirrhinum. (Snapdragon Flower)	57	Geranium
5	Bachelor's Button. (Cornflower)	58	Inca marrigold
6	Bleeding Heart. (Dicentra).	59	French Marrigold
7	California Poppy.	60	zinnia
8	Cyclamen	61	celocia
9	Daffodil. (Narcissus).	62	salvia
10	Foxglove. (Digitalis).	63	Colous
11	Frangipani. (Plumeria	64	Dahlia
12	Freesia	65	Aster
13	Fuchsia	66	Vinca
14	Gardenia	67	Stock
15	Geranium	68	Pansy
16	Gerbera	69	Snapdragon

17	Hibiscus rosa-sinensis.	70	Impation
18	Hosta. (Plantain Lily).	71	Rain lily
19	Hyacinth	72	Strawflower
			(Xeranthemum)
20	Hydrangea. (Hortensia).	73	Winter Jasmine
21	Ice plant (Delosperma)	74	Rose plant
22	Jasmin (Jasmine officinale).	75	Pittosporum
23	Lupin	76	Chrysanthemum
24	Nasturtiums	77	Crosandra
25	Nicotiana. (Tobacco Plant).	78	Tornea
26	Oriental Poppy	79	Conifer
27	Passion Flower. (Passiflora).	80	Viola
28	Peace Lily. (Lilium).	81	Agapanthus
29	Peony. (PaeoniaceaeFamily).	82	Camellia
30	Petunia. (Solanaceae).	83	Crinum lily
31	Phlox.	84	Clivia
32	Pointsettia	85	Azalea
33	Polyanthus. (Streptocarpus)	86	Euonymus
34	Powder Puff. (Calliandra).	87	Ranunculus
35	Primula	88	Narcosis
37	Rose of Sharon. (Hibiscus	89	Honey suckle (4 feet
	syriacus).		tall)
38	Rudbeckia. (Black-Eyed Susan).	90	Star Jasmine (2 feet tall)
39	Salvia splendens. (Sage).	91	Lapsi (4 feet tall)
40	Scabiosa. (Pincushion Flower).	92	Avacado (2 to 4 feet tall)
41	Sedum. (Stonecrops).	93	Pecan (2 to 4 feet tall)
42	Sunflower. (Helianthus)	94	Lychee (4 feet tall)
43	Sweet pea	95	Pomelo (2 to 4 feet tall)
44	Black-Eyed Susan	96	Persimon (2 to 4 feet tall)
45	Tiger Lily. (Liliumtigrinum).	97	Mango (4 to 5 feet tall)
46	Freesia	98	Plum (4 feet tall)
47	Ranunculus Famil	99	Bottle brush (5 feet tall or above)
48	Tropaeolum. (Nasturtium).	100	Golden Dhupi (4 to 5
+0	Tropacolum. (Ivasturuum).	100	feet tall)
49	Tulip.	101	Silver Oak (5 feet tall or above)

50	Verbena	102	Muntala plant (2 feet tall)
51	Gazania	103	Lamen plant (3 feet tall)
52	Cineraria	104	Oragen plant (3 feet tall)
53	Carnation	105	Sisoo (5 feet tall or above)

Flowerpots maintain/replace 75 for Chancery, 1200 for CMR, and 700 for			
Phora. Mulch & soil 1000 Cu. Ft each. Fertilizer organic 9000kg, N/K/P 900kg,			
and grass sod 3000 sq.ft. per year for all 4 properties.			
Gardening Pots,	Gardening Pots, soils, mulch, and Fertilizer		
S. No.	Particulars		
1	Compost (organic)		
2	FertilizerNitrogen (N)		
3	Fertilizer Potassium (K)		
4	Fertilizer Phosphorous (P)		
5	Agriculture Dirt		
6	Grass Sod (per sq. ft.)		
7	Cement Pot		
8	Clay pots of different sizes		
9	8" pot		
10	10" pot		
11	12" pot		
12	14" pot		
13	16" pot		
14	10" square pot		
15	12" square pot		
16	14" square pot		
17	16" squre pot		
18	Ghampo (big size clay pot)		
19	Mulch		

Government will not provide any tools, equipment, consumables, chemicals, safety gears, transportations, plants, and seeds.

The contractor will maintain the two green houses for maintaining green, shade, perennial plants as directed by COR.

- 1. One green house at Phora compound (Area: 24'LX12'B=288 sq.ft)
- 2. One green house at CMR compound (Area: 24'LX12'B=288 sq.ft)

SECTION 2 - CONTRACT CLAUSES

FAR clause 52.212-5 is hereby rescinded and replaced with 52.212-5 dated JUN 2020 in full text.

- 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Aug 2020)
- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) <u>52.203-19</u>, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) <u>52.204-23</u>, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (3) <u>52.204-25</u>, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) <u>52.209-10</u>, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
 - (5) <u>52.233-3</u>, Protest After Award (Aug 1996) (<u>31 U.S.C. 3553</u>).
- (6) <u>52.233-4</u>, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (<u>19 U.S.C. 3805note</u>)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- X __ (1) $\underline{52.203-6}$, Restrictions on Subcontractor Sales to the Government (June 2020), with *Alternate I* (Oct 1995) (41 U.S.C. 4704 and $\underline{10}$ U.S.C. 2402).
- __ (2) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509)).
- __(3) <u>52.203-15</u>, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- X __ (4) <u>52.204-10</u>, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (<u>31 U.S.C. 6101 note</u>).
 - __(5) [Reserved].
- __ (6) <u>52.204-14</u>, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ___ (7) <u>52.204-15</u>, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

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X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with
Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 6101note).
       (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility
Matters (Oct 2018) (41 U.S.C. 2313).
      __(10) [Reserved].
       _ (11)
(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C.657a).
          __ (ii) Alternate I (Mar 2020) of 52.219-3.
       _ (12)
(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar
2020) (if the offeror elects to waive the preference, it shall so indicate in its offer)
(15 U.S.C. 657a).
          __ (ii) Alternate I (Mar 2020) of 52.219-4.
       __(13) [Reserved]
      __ (14)
(i) 52.219-6, Notice of Total Small Business Set-Aside (Mar 2020) (15 U.S.C.644).
          __ (ii) Alternate I (Mar 2020).
       _ (15)
(i) 52.219-7, Notice of Partial Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).
          __ (ii) Alternate I (Mar 2020) of 52.219-7.
         (16) 52.219-8, Utilization of Small Business Concerns (Oct
2018) (15 U.S.C. 637(d)(2) and (3)).
      __(17)
(i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)).
          __ (ii) Alternate I (Nov 2016) of <u>52.219-9</u>.
          __ (iii) Alternate II (Nov 2016) of 52.219-9.
          __ (iv) Alternate III (Jun 2020) of 52.219-9.
           _ (v) Alternate IV (Jun 2020) of <u>52.2</u>19-9.
       __ (18) <u>52.219-13</u>, Notice of Set-Aside of Orders (Mar 2020) (<u>15 U.S.C. 644(r</u>)).
       __(19) <u>52.219-14</u>, Limitations on Subcontracting (Mar 2020) (<u>15 U.S.C.637(a)(14)</u>).
       (20) <u>52.219-16</u>, Liquidated Damages-Subcontracting Plan (Jan
1999) (15 U.S.C. 637(d)(4)(F)(i)).
        (21) <u>52.219-27</u>, Notice of Service-Disabled Veteran-Owned Small Business Set-
Aside (Mar 2020) (15 U.S.C. 657f).
       (22)
(i) 52.219-28, Post Award Small Business Program Rerepresentation (Mar
2020) (15 U.S.C. 632(a)(2)).
         (ii) Alternate I (MAR 2020) of 52.219-28.
       (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically
Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).
       (24) <u>52.219-30</u>, Notice of Set-Aside for, or Sole Source Award to, Women-Owned
Small Business Concerns Eligible Under the Women-Owned Small Business Program
(Mar 2020) (15 U.S.C. 637(m)).
       (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar
2020) (15 U.S.C. 644(r)).
       (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)).
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_ (27) <u>52.222-3</u>, Convict Labor (Jun 2003) (E.O.11755).
       X_ (28) 52.222-19, Child Labor-Cooperation with Authorities and
Remedies (Jan 2020) (E.O.13126).
       (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
       (30)
(i) <u>52.222-26</u>, Equal Opportunity (Sep 2016) (E.O.11246).
          __ (ii) Alternate I (Feb 1999) of <u>52.222-26</u>.
         (31)
(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
          __ (ii) Alternate I (Jul 2014) of 52.222-35.
        _{-}(32)
(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C.793).
          __ (ii) Alternate I (Jul 2014) of 52.222-36.
       __ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
       (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations
Act (Dec 2010) (E.O. 13496).
       _ (35)
X(i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O.
13627).
           __ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
        (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order
12989). (Not applicable to the acquisition of commercially available off-the-shelf items or
certain other types of commercial items as prescribed in 22.1803.)
        (37)
(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items
(May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially
available off-the-shelf items.)
            (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable
to the acquisition of commercially available off-the-shelf items.)
        (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential
Hydrofluorocarbons (Jun 2016) (E.O. 13693).
        (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment
and Air Conditioners (Jun 2016) (E.O. 13693).
        (40)
(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423
and 13514).
            _ (ii) Alternate I (Oct 2015) of <u>52.223-13</u>.
         (41)
(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and
13514).
           __ (ii) Alternate I (Jun 2014) of <u>52.223-14</u>.
          (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec
2007) (42 U.S.C. 8259b).
(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct
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2015) (E.O.s 13423 and 13514).

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__ (ii) Alternate I (Jun 2014) of 52.223-16.
       X_ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While
Driving (Jun 2020) (E.O. 13513).
       __ (45) <u>52.223-20</u>, Aerosols (Jun 2016) (E.O. 13693).
       __ (46) <u>52.223-21</u>, Foams (Jun 2016) (E.O. 13693).
       _ (47)
X (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
           __ (ii) Alternate I (Jan 2017) of 52.224-3.
       __ (48) <u>52.225-1</u>, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).
(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May
2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19
U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-
283, 110-138, 112-41, 112-42, and 112-43.
           __ (ii) Alternate I (May 2014) of <u>52.225-3</u>.
          __ (iii) Alternate II (May 2014) of 52.225-3.
           __ (iv) Alternate III (May 2014) of 52.225-3.
       X_ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et
seq., 19 U.S.C. 3301 note).
       X_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s,
proclamations, and statutes administered by the Office of Foreign Assets Control of the
Department of the Treasury).
       __ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United
States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for
Fiscal Year 2008; 10 U.S.C. 2302 Note).
       (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007)
(42 U.S.C. <u>5150</u>).
         (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area
(Nov 2007) (42 U.S.C. 5150).
       (55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020).
       X (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb
2002) (41 U.S.C.4505, 10 U.S.C.2307(f)).
        (57) <u>52.232-30</u>, Installment Payments for Commercial Items (Jan 2017)
(41 U.S.C.4505, 10 U.S.C.2307(f)).
       __ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award
Management (Oct 2018) (31 U.S.C. 3332).
       X_ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for
Award Management (Jul 2013) (31 U.S.C.3332).
       __ (60) <u>52.232-36</u>, Payment by Third Party (May 2014) (31 U.S.C.3332).
       __(61) <u>52.239-1</u>, Privacy or Security Safeguards (Aug 1996) (<u>5 U.S.C.</u> <u>552a</u>).
       (62) <u>52.242-5</u>, Payments to Small Business Subcontractors (Jan
2017) (15 U.S.C. 637(d)(13)).
       (63)
(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb
2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
           (ii) Alternate I (Apr 2003) of 52.247-64.
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- __ (iii) Alternate II (Feb 2006) of <u>52.247-64</u>.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - __ (1) <u>52.222-41</u>, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- __ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
 - ___ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (8) <u>52.222-62</u>, Paid Sick Leave Under Executive Order 13658 (Dec 2015). ___(8) 13706).
- (9) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
- (i) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (*Oct* 2015) (41 U.S.C. 3509).
- (ii) <u>52.203-19</u>, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) <u>52.204-23</u>, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) <u>52.204-25</u>, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) <u>52.219-8</u>, Utilization of Small Business Concerns (*Oct* 2018) (<u>15 U.S.C.637(d)(2)</u> and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include <u>52.219-8</u> in lower tier subcontracts that offer subcontracting opportunities.
 - (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
 - (vii) 52.222-26, Equal Opportunity (Sept 2015) (E.O.11246).
 - (viii) <u>52.222-35</u>, Equal Opportunity for Veterans (*Oct* 2015) (<u>38 U.S.C.4212</u>).
- (ix) <u>52.222-36</u>, Equal Opportunity for Workers with Disabilities (*Jul* 2014) (<u>29 U.S.C.793</u>).
 - (x) 52.222-37, Employment Reports on Veterans (*Feb* 2016) (38 U.S.C.4212)
- (xi) <u>52.222-40</u>, Notification of Employee Rights Under the National Labor Relations Act (*Dec* 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) <u>52.222-41</u>, Service Contract Labor Standards (*Aug* 2018) (<u>41 U.S.C. chapter 67</u>).

(xiii)

- (A) <u>52.222-50</u>, Combating Trafficking in Persons (*Jan* 2019) (<u>22 U.S.C. chapter 78</u> and E.O 13627).
 - (B) Alternate I (*Mar* 2015) of 52.222-50(22 U.S.C. chapter 78and E.O 13627).
- (xiv) <u>52.222-51</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (*May* 2014) (<u>41 U.S.C. chapter 67</u>).
- (xv) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May* 2014) (41 U.S.C. chapter 67).
 - (xvi) <u>52.222-54</u>, Employment Eligibility Verification (*Oct 2015*) (E.O. 12989).
 - (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xviii) <u>52.222-62</u>, Paid Sick Leave Under Executive Order 13706 (*Jan* 2017) (E.O. 13706).

(xix)

- (A) <u>52.224-3</u>, Privacy Training (*Jan* 2017) (<u>5 U.S.C. 552a</u>).
 - (B) Alternate I (*Jan* 2017) of 52.224-3.
- (xx) <u>52.225-26</u>, Contractors Performing Private Security Functions Outside the United States (*Oct* 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (*May* 2014) (<u>42 U.S.C. 1792</u>). Flow down required in accordance with paragraph (e) of FAR clause <u>52.226-6</u>.
- (xxii) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (*Feb* 2006) (<u>46 U.S.C. Appx.1241(b)</u> and <u>10 U.S.C.2631</u>). Flow down required in accordance with paragraph (d) of FAR clause <u>52.247-64</u>.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

4. FAR 52.229-12 is hereby incorporated in full text in Section 2 of the solicitation.

- 52.229-12 Tax on Certain Foreign Procurements—Notice and Representation (Jun 2020)
 - (a) Definitions. As used in this clause—

Foreign person means any person other than a United States person.

United States person, as defined in 26 U.S.C. 7701(a)(30), means-

- (1)A citizen or resident of the United States;
- (2)A domestic partnership;
- (3)A domestic corporation;
- (4)Any estate (other than a foreign estate, within the meaning of <u>26 U.S.C. 7701(a)(31)</u>); and
 - (5) Any trust if-
- (i)A court within the United States is able to exercise primary supervision over the administration of the trust; and
- (ii)One or more United States persons have the authority to control all substantial decisions of the trust.
- (b)This clause applies only to foreign persons. It implements <u>26 U.S.C. 5000C</u> and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.
 - (c)
- (1)If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at www.irs.gov/w14.
- (2)If the Contractor is a foreign person and has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall—
- (i)Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and (ii)Comply with paragraph (c)(1) of this clause.
- (d)The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.
- (e)Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject

to audit by the IRS. Any disputes regarding the imposition and collection of the <u>26 U.S.C.</u> <u>5000C</u> tax are adjudicated by the IRS as the <u>26 U.S.C.</u> 5000C tax is a tax matter, not a contract issue.

- (f)Taxes imposed under 26 U.S.C. 5000C may not be—
 - (1)Included in the contract price; nor
 - (2)Reimbursed.
- (g)A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions. (End of clause)

(End of clause)

ADDENDUM TO CONTRACT CLAUSES FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

http://www.acquisition.gov/far/ or, http://farsite.hill.af.mil/vffara.htm

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at https://www.ecfr.gov/cgi-bin/text-

idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.t pl to see the links to the FAR. You may also use an internet "search engine" (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulations are incorporated by reference:

<u>CLAUSE</u>	TITLE AND DATE
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)

52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
52.232-40 SUBC	PROVIDING ACCLERATED PAYMENTS TO SMALL BUSINESS ONTRACTORS (DEC 2013)
52.237-3	CONTINUITY OF SERVICES (JAN 1991)
52.247-5	FAMILIARIZATION WITH CONDITIONS (APR 1984)
52.247-7	FREIGHT EXCLUDED (APR 1984)
52.247-10	NET WEIGHT - GENERAL FREIGHT (APR 1984)
52.247-11	NET WEIGHT - HOUSEHOLD GOODS OR OFFICE FURNITURE (APR 1984)
52.247-12	SUPERVISION, LABOR, OR MATERIALS (APR 1984)
52.247-13	ACCESSORIAL SERVICES – MOVING CONTRACTS (APR 1984)
52.247-14 (APR	CONTRACTOR RESPONSIBILITY FOR RECEIPT OF SHIPMENT 1984)
52.247-15 UNLO	CONTRACTOR RESPONSIBILITY FOR LOADING AND ADING (APR 1984)
52.247-16 UNDE	CONTRACTOR RESPONSIBILITY FOR RETURNING LIVERABLE FREIGHT (APR 1984)
52.247-17	CHARGES (APR 1984)
52.247-18	MULTIPLE SHIPMENTS (APR 1984)

52.247-21 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE (APR 1984) 52.247-22 CONTRACTOR LIABILITY FOR LOSS OF AND/OR DAMAGE TO FREIGHT OTHER THAN HOUSEHOLD GOODS (APR 1984) 52.247-27 CONTRACT NOT AFFECTED BY ORAL AGREEMENT (APR 1984) CONTRACTOR'S INVOICES (APR 1984) 52.247-28 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUNE 2003) 52.248-1 VALUE ENGINEERING (OCT 2010) 52.204-9 PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

The following FAR clause(s) is/are provided in full text:

52.216-18 ORDERING (OCT 1995)*

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.
 - *Applies to temporary additional services.

52.216-19 ORDER LIMITATIONS (OCT 1995)*

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 8 hours, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
 - (b) Maximum order. The Contractor is not obligated to honor-
 - (1) Any order for a single item in excess of 4,000 square meters;

- (2) Any order for a combination of items in excess of 20,000 square meters; or
- (3) A series of orders from the same ordering office within Base and four option years that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 24 hours after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

*Applies to temporary additional services.

52.216-22 INDEFINITE QUANTITY (OCT 1995)*

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

*Applies to temporary additional services.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

The following DOSAR clause(s) is/are provided in full text:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE (MAY 2011)

- (a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.
- (b) The DOS Personal Identification Card Issuance Procedures may be accessed at http://www.state.gov/m/ds/rls/rpt/c21664.htm.

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings.
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

652.216-71 Price Adjustment.

PRICE ADJUSTMENT (AUG 1999)

- (a) The contract price may be increased or decreased in actual costs of direct service labor which result directly from laws enacted and effective during the term of this contract by the Nepal Government. Direct service labor costs include only the cost of wages and direct benefits (such as social security, health insurance, unemployment compensation insurance) paid to or incurred for the direct benefit of personnel performing services under one of the categories listed in Section [identify section number] of this contract. Price adjustments will include only changes in direct service labor costs incurred in order to comply with the requirements of the law. No adjustment will be made under this clause with respect to labor costs of personnel not performing direct service labor under the categories of Section [identify section number], nor for overhead, profit, general and administrative (G&A) costs, taxes or any other costs whatsoever.
- (b) For the contracting officer to consider any request for adjustment, the contractor shall demonstrate in writing:
- (1) That the change in the law occurred during the term of this contract and subsequent to the award date of the contract; and,
- (2) That the change in the law could not have been reasonably anticipated prior to contract award; and,
- (3) How the change in the law directly affects the contractors costs under this contract.

- (c) The contractor shall present data that clearly supports any request for adjustment. This data shall be submitted no later than 30 calendar days after the changes in the law have been made public. This data shall include, but not be limited to, the following:
- (1) The calculation of the amount of adjustment requested; and,
- (2) Documentation which identifies and provides the appropriate portions of the text of the particular law from which the request is derived.
- (d) In order to establish the change between the requested adjusted rate and the original rate, the contractor shall support the appropriate data and composition of the original rate and the requested adjusted rate. This shall include details regarding specific hourly rates paid to individual employees. For contracts paid in U.S. dollars, the contractor's request for price adjustment shall present data reflecting:
- (1) The exchange rate in effect on the date of the contractors proposal that was accepted for the basic contract; and,
- (2) The current exchange rate and its effect on payment of workers in local currency.

The allowable adjustment shall be limited to the extent to which increases in direct service labor costs due to host country law changes are not offset by exchange rate gains.

- (e) Only direct cost changes mandated by enacted laws shall be considered for adjustment under this contract. Changes for purposes of maintaining parity of pay between employees at the minimum mandated levels and employees already paid at levels above the newly mandated minimums shall not be considered. Therefore, if the contractor elects to increase payments to employees who are already being paid at or above the mandated amounts, such increased costs shall be borne solely by the contractor and shall not be justification for an increase in the hourly and monthly rates under this contract.
- (f) Any request for adjustment shall be presented by signature of an officer or general partner of the contractor having overall responsibility for the conduct of the contractors affairs.
- (g) No adjustment shall be made to the contract price that relates to any indirect, overhead, or fixed costs, profit or fee. Only the changes in direct service labor wages (and any benefits based directly on wages) shall be considered by the U.S. Government as basis for contract price changes.
- (h) No request by the contractor for an adjustment under this clause shall be allowed if asserted after final payment has been made under this contract.
- (i) This clause shall only apply to laws enacted by the [insert name of country] Government meeting the criterion set forth above in paragraph (b). No adjustments shall be made due to currency fluctuations in exchange rates.

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

- (a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
- (b) Invoice Submission. The Contractor shall submit invoices in an original and one copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

Financial Management Officer U.S. Embassy Kathmandu Maharajgunj, Brahma Cottage, Narayan Gopal Sadak, Kathmandu, Nepal

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

Contractor Remittance Address. The Government will make payment	to the
s address stated on the cover page of this contract, unless a separate remit	tance
hown below:	
	s address stated on the cover page of this contract, unless a separate remit

652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

- (a) *High Risk Activities*. If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.
 - (1) Scaffolding;
 - (2) Work at heights above 1.8 meters;
 - (3) Trenching or other excavation greater than one (1) meter in depth;

- (4) Earth-moving equipment and other large vehicles;
- (5) Cranes and rigging;
- (6) Welding or cutting and other hot work;
- (7) Partial or total demolition of a structure;
- (8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
- (9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
- (10) Hazardous materials a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
- (11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.
- (b) Safety and Health Requirements. The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.
- (c) *Mishap Reporting*. The contractor is required to report **immediately** all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.
- (d) *Records*. The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.
- (e) *Subcontracts*. The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

- (f) Written program. The plan required by paragraph (f)(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.
- (1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.
- (2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.
- (3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s). (End of clause)

(a) The Department of State observes the following days as holidays:

(A)	January 01, 2020	Wednesday	New Year's Day
(A)	January 20, 2020	Monday	Birthday of Martin Luther King Jr.
(A)	February 17, 2020	Monday	Washington's Birthday
(N)	February 21, 2020	Friday	Maha ShivaRatri
(N)	March 09, 2020	Monday	Holi Purnima
(N)	April 13, 2020	Monday	Nepali New Year
(N)	May 01, 2020	Friday	International Worker's Day
(N)	May 07, 2020	Thursday	Buddha Jayanti
(A)	May 25, 2020	Monday	Memorial Day
(A)	July 3, 2020	Friday	Independence Day
(A)	September 7, 2020	Monday	Labor Day
(A)	October 12, 2020	Monday	Columbus Day
(N)	October 23, 2020	Friday	Phulpati (Dashain)
(N)	October 26, 2020	Monday	Dashami (Dashain)
(N)	October 27, 2020	Tuesday	Ekadashi (Dashain)
(A)	November 11, 2020	Wednesday	Veterans Day
(N)	November 16, 2020	Monday	Gobhardan Puja (Tihar)
(N)	November 17, 2020	Tuesday	Bhai Tika (Tihar)

(A) November 26, 2020 Thursday Thanksgiving Day(A) December 25, 2020 Friday Christmas Day

Note: (A) = American Holiday(N) = Nepali Holiday

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

- (b) When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.
- (c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.
- (d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:
- (1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
- (2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractors accounting policy.

(End of clause)

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

- (a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.
 - (b) The COR for this contract is Facility Manager.

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, as amended (AUG 1999)

- (a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:
- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
- (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
- (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
- (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
- (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
- (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

- (b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:
 - (1) Complying or agreeing to comply with requirements:
 - i. Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
 - ii. Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
- (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
- (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
- (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
- (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
- (6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The Contractor warrants the following:
- (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JULY 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

SECTION 3 – SOLICITATION PROVISIONS

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (MAR 2020) is incorporated by reference (See SF-1449, Block 27A)

ADDENDUM TO 52.212-1

- A. SUMMARY OF INSTRUCTIONS. Each offer must consist of the following:
- A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.

[NOTE TO CO: If country is not on the approved list of country waivers at site below for Defense Base Act Insurance then add the following:

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at http://www.dol.gov/owcp/dlhwc/lscarrier.htm]

- A.2. Information demonstrating the offeror's/quoter's ability to perform, including:
 - (1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
 - (2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
 - (3) List of clients over the past <u>Five years</u>, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Nepal then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
 - Quality of services provided under the contract;
 - Compliance with contract terms and conditions;
 - Effectiveness of management;
 - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
 - Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and

successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

- (4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- (5) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided
- (6) The offeror's strategic plan for Ground Keeping services to include but not limited to:
 - (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
 - (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
 - (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
 - (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: http://farsite.hill.af.mil/vffara.htm

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet "search engine" (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provision(s) is/are incorporated by reference:

PROVISION	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS (MAR 2015)
52.237-1	SITE VISIT (APR 1984)

The site visit will be held on September 18, 2020, 2:00 pm at American Embassy Kathmandu, Chancery Building, Maharajgunj. Prospective offerors/quoters should contact Mahesh Pudasaini by email: PudasainiMK@state.gov for access approval and additional information or to arrange entry to the building before September 15, 2020.

The following DOSAR provision(s) is/are provided in full text:

652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers

to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

- (1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.
- (2) For all others, the Department of State Advocate for Competition at cat@state.gov.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Jeramee C Rice, at phone No: 977-1-4234000. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

SECTION 4 - EVALUATION FACTORS

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process shall include the following:

- (a) COMPLIANCE REVIEW. The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations that do not conform to the solicitation.
- (b) TECHNICAL ACCEPTABILITY. Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation.
- (c) PRICE EVALUATION. The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices Continuation of SF-1449, block 23", and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.
- (d) RESPONSIBILITY DETERMINATION. The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - Adequate financial resources or the ability to obtain them;
 - Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - Satisfactory record of integrity and business ethics;
 - Necessary organization, experience, and skills or the ability to obtain them;
 - Necessary equipment and facilities or the ability to obtain them; and
 - Otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provision(s) is/are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in 4.2105(a), insert the following provision:

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

(a) *Definitions*. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

- (b) Prohibition.
- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—
 - (i)Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii)Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services

as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

- (i)Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii)Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
- (d) Representation. The Offeror represents that—
- (1)It \Box will, \Box will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and
- (2)After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It \Box does, \Box does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i)For covered equipment—

(A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

- (B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii)For covered services—

- (A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
 - (B)If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
 - (2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i)For covered equipment—

- (A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
 - (B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
 - (C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii)For covered services—

- (A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
 - (B)If not associated with maintenance, the PSC of the service being provided; and

explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 Covered Telecommunications Equipment or Services-Representation (DEC 2019)

- (a) *Definitions*. As used in this provision, "covered telecommunications equipment or services" has the meaning provided in the clause <u>52.204-25</u>, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
- (b) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
- (c) *Representation*. The Offeror represents that it \Box does, \Box does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (Mar 2020)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through https://www.sam.gov. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v)) of this provision.

(a) *Definitions*. As used in this provision—

"Covered telecommunications equipment or services" has the meaning provided in the clause <u>52.204-25</u>, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under <u>6 U.S.C. 395(b)</u>, applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
 - (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
 - (6) Have been voluntarily suspended. "Sensitive technology"—

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3)of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veteransor, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in <u>38 U.S.C. 101(2)</u>, with a disability that is service connected, as defined in <u>38 U.S.C. 101(16)</u>.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
- (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
- (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

Women-owned small business concern means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b)

- (1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM
- (2) The offeror has completed the annual representations and certifications electronically in SAM accessed through http://www.sam.gov. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs

⁽c) "RESERVED" Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

⁽¹⁾ *Small business concern*. The offeror represents as part of its offer that it \Box is, \Box is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph $(c)(1)$ of this provision.] The offeror represents as part of its offer that it \Box is, \Box is not a veteran-owned small business concern.
(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph $(c)(2)$ of this provision.] The offeror represents as part of its offer that it \Box is, \Box is not a service-disabled veteran-owned small business concern.
(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph $(c)(1)$ of this provision.] The offeror represents, that it \Box is, \Box is not a small disadvantaged business concern as defined in 13 CFR124.1002.
(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph $(c)(1)$ of this provision.] The offeror represents that it \Box is, \Box is not a women-owned small business concern.
(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-
(i) It \Box is, \Box is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
(ii) It \Box is, \Box is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.
(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that-
(i) It \Box is, \Box is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
(ii) It \Box is, \Box is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint

venture:] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
Note: Complete paragraphs $(c)(8)$ and $(c)(9)$ only if this solicitation is expected to exceed the simplified acquisition threshold.
(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph $(c)(1)$ of this provision.] The offeror represents that it \Box is a women-owned business concern.
(9) <i>Tie bid priority for labor surplus area concerns</i> . If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph $(c)(1)$ of this provision.] The offeror represents, as part of its offer, that—
(i) It □is, □is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
(ii) It \square is, \square is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.
(d) "RESERVED" Representations required to implement provisions of Executive Order11246-
(1) Previous contracts and compliance. The offeror represents that-
(i) It \Box has, \Box has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
(ii) It \Box has, \Box has not filed all required compliance reports.
(2) Affirmative Action Compliance. The offeror represents that-

- (i) It \Box has developed and has on file, \Box has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It \Box has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 http://uscode.house.gov/ U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (f) "**RESERVED**" *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) <u>52.225-1</u>, Buy American-Supplies, is included in this solicitation.)
- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

No. Line Item	Country of Origin

No. Line Item	Country of Origin

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)

- (1) Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR <u>52.225-3</u>, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements—Israeli Trade Act."
 - (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

Line Item No.	Country of Origin

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.
- (2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
- (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

- (4) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at <u>52.225-3</u> is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
- (g) "RESERVED" (1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

- (5) *Trade Agreements Certificate*. (Applies only if the clause at FAR <u>52.225-5</u>, Trade Agreements, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
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Line Item No.	Country of Origin

[List as necessary]

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
- (h) "**RESERVED**" Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—
- (1) \Box Are, \Box are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) \square Have, \square have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (3) \square Are, \square are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

- (4) \square Have, \square have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied
 - (i) Taxes are considered delinquent if both of the following criteria apply:
- (A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

- (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).
- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin

- (2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]
- (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
- (j) *Place of manufacture*. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-
- (1) \square In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
 - (2) □ Outside the United States.
- (k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

- (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror \Box does \Box does not certify that—
- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
- (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR $\underline{22.1003-4}(c)(2)(ii)$) for the maintenance, calibration, or repair of such equipment; and
- (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
- (2) Certain services as described in FAR $\underline{22.1003-4}(d)(1)$. The offeror \Box does \Box does not certify that-
- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.
 - (3) If paragraph (k)(1) or (k)(2) of this clause applies—
- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

- (1) *Taxpayer Identification Number (TIN)* (<u>26 U.S.C. 6109</u>, <u>31 U.S.C. 7701</u>). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

TIN:
TIN has been applied for.
TIN is not required because:
Offeror is a nonresident alien, foreign corporation, or foreign partnership that does thave income effectively connected with the conduct of a trade or business in the United ates and does not have an office or place of business or a fiscal paying agent in the United ates;
Offeror is an agency or instrumentality of a foreign government;
Offeror is an agency or instrumentality of the Federal Government.
(4) Type of organization.
Sole proprietorship;
Partnership;
Corporate entity (not tax-exempt);
Corporate entity (tax-exempt);
Government entity (Federal, State, or local);
Foreign government;

(3) Taxpayer Identification Number (TIN).

International organization per 26 CFR1.6049-4;
Other
(5) Common parent.
Offeror is not owned or controlled by a common parent;
Name and TIN of common parent:
Name
TIN
(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.
(n) Prohibition on Contracting with Inverted Domestic Corporations.
(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.
(2) Representation. The Offeror represents that—
(i) It \Box is, \Box is not an inverted domestic corporation; and
(ii) It □is, □is not a subsidiary of an inverted domestic corporation.
(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.
(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov .
(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

export any sensitive technology to the government of Iran or any entities or individuals owned or

controlled by, or acting on behalf or at the direction of, the government of Iran;

(i) Represents, to the best of its knowledge and belief, that the offeror does not

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx).
(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-
(i) This solicitation includes a trade agreements certification ($e.g.$, $\underline{52.212-3}(g)$ or a comparable agency provision); and
(ii) The offeror has certified that all the offered products to be supplied are designated country end products.
(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).
(1) The Offeror represents that it \Box has or \Box does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.
(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:
Immediate owner CAGE code:
Immediate owner legal name:
(Do not use a "doing business as" name)
Is the immediate owner owned or controlled by another entity: \square Yes or \square No.
(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: ______.

High	nest-level owner legal name:
(Do	not use a "doing business as" name)
· •	presentation by Corporations Regarding Delinquent Tax Liability or a Felony nder any Federal Law.
(1)	As required by sections 744 and 745 of Division E of the Consolidated and Fu

- (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—
- (i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

- (i) It is \Box is not \Box a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (ii) It is \Box is not \Box a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- (r) *Predecessor of Offeror*. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)
- (1) The Offeror represents that it \Box is or \Box is not a successor to a predecessor that held a Federal contract or grant within the last three years.
- (2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name:_.

(Do not use a "doing business as" name).

- (s) [Reserved].
- (t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).
- (1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.
 - (2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].
- (i) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.
- (ii) The Offeror (itself or through its immediate owner or highest-level owner) □does, □does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.
- (iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.
- (3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:________.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

- (2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).
- (v) Covered Telecommunications Equipment or Services-Representation. Section 889(a)(1)(A) of Public Law 115-232.
- (1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
- (2) The Offeror represents that it \Box does, \Box does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of Provision)

Alternate I ($Oct2014$). As prescribed in 12.301 (b)(2), and the following paragraph (c)(11) to the
basic provision:
(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this
provision.)
Black American.
Hispanic American.
Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia,
Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The
Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia
the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji,
Tonga, Kiribati, Tuvalu, or Nauru).
Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan,
Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
Individual/concern, other than one of the preceding.

8. FAR 52.229-11 is hereby incorporated in full text in Section 5 of the solicitation.

2 52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (JUN 2020)

(a) Definitions. As used in this provision—

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means—

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
- (5) Any trust if—
- (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
- (ii) One or more United States persons have the authority to control all substantial decisions of the trust.
- (b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.
- (c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.
 - (d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that—

- (1) It [__]is [__]is not a foreign person; and
- (2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 [____] a full exemption, or [____] partial or no exemption [Offeror shall select one] from the excise tax.
- (e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—
- (1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and
- (2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.
- (f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.
- (g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

2.1.1 (End of provision)

ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

[Note to Contracting Officer: Only include provision 652.225-70, below, if acquisition estimated to exceed \$250,000]

The following DOSAR provision(s) is/are provided in full text:

- 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)
 - (a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

- (b) Certification. By submitting this offer, the offeror certifies that it is not:
 - (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
 - (2) Discriminating in the award of subcontracts on the basis of religion.

ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (OCT 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

http://www.acquisition.gov/far/ or http://farsite.hill.af.mil/vffara.htm

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet "search engine" (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

- 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)
- 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN (JUN 2020)

LIST OF ATTACHMENTS

ATTACHMENT – 1- LOCAL LABOR COMPANSATION PLAN



नेपाल सरकारद्वारा प्रकाशित

खण्ड ६८) काठमाडौँ, साउन ३१ गते, २०७४ साल (संख्या २०

भाग ५

नेपाल सरकार

श्रम, रोजगार तथा सामाजिक सुरक्षा मन्त्रालयको सूचना

नेपाल सरकार, श्रम, रोजगार तथा सामाजिक सुरक्षा मन्त्रालयले श्रम ऐन, २०७४ को दफा १०६ को उपदफा (३) ले दिएको अधिकार प्रयोग गरी संवत् २०७५ श्रावण १ गते देखि लागू हुने गरी न्यूनतम पारिश्रमिक निर्धारण गरी देहाय बमोजिमको व्यवस्था गरेकोले यो सूचना प्रकाशन गरिएको छ :-

खण्ड ६८) संख्या २० नेपाल राजपत्र भाग ५ मिति २०७५।४।३१

(क) चिया बगान बाहेकका श्रमिकका लागिः

न्यूनतम पारिश्रमिक	आधारभूत पारिश्रमिक (रु.)	महङ्गी भत्ता (रु.)	जम्मा (रु.)
मासिक	5888/-	४९९५/-	93840/-
दैनिक	३२५/-	982/-	५१७/-
ਸ਼ੁਰਿ ਬਾਟਾ	83/-	२६/	£9/-

(ख) चिया बगानमा काम गर्ने श्रमिकका लागिः

न्यूनतम पारिश्रमिक	आधारभूत पारिश्रमिक (रु.)	महङ्गी भत्ता (रु.)	जम्मा (रु.)
मासिक	६४६९/-	४३१२/-	१०७८१/-
दैनिक	239/-	<u> </u>	354/-
प्रति घण्टा	39/-	20/-	ሂ ዓ/-
चिया प्रशोधन वा चिया कारखानामा काम गर्ने श्रमिक तथा चिया बगानका सरदार, नाइके र चौकीदारको समेत दैनिक भत्ता		-	88/-

द्रष्टव्यः

 उपर्युक्त पारिश्रमिकको अतिरिक्त श्रम ऐन २०७४, योगदानमा आधारित सामाजिक सुरक्षा ऐन, २०७४ र प्रचलित कानून बमोजिम श्रमिकले पाउने सञ्चयकोष र उपदान लगायतका सुविधा प्रदान गर्नुपर्नेछ।

- २. स्थानीय सरकार सञ्चालन ऐन, २०७४ को दफा १३ बमोजिम स्थानीय तह वा नेपाल कानून बमोजिम अन्य निकायलाई न्यूनतम पारिश्रमिक निर्धारण गर्ने अधिकार प्रदान गरिएकोमा त्यस्तो तह वा निकायले पारिश्रमिक निर्धारण गर्दा यो सूचनामा तोकिएभन्दा कम नहुने गरी निर्धारण गर्न सक्नेछन्।
- उल्लिखित न्यूनतम पारिश्रमिक भन्दा कम पारिश्रमिक लिने दिने गरी कुनै रोजगार सम्झौता गर्न पाईने छैन।

खण्ड ६५, संख्या ४३ मिति २०७२/१०/१८ नेपाल राजपत्र भाग ५ र खण्ड ६१, संख्या ३५ मिति २०६८/०९/११ नेपाल राजपत्र भाग ५ मा प्रकाशित श्रम तथा यातायात व्यवस्था मन्त्रालयका सूचनाहरु खारेज गरिएका छन् |

> आज्ञाले, महेश प्रसाद दहाल नेपाल सरकारको सचिव

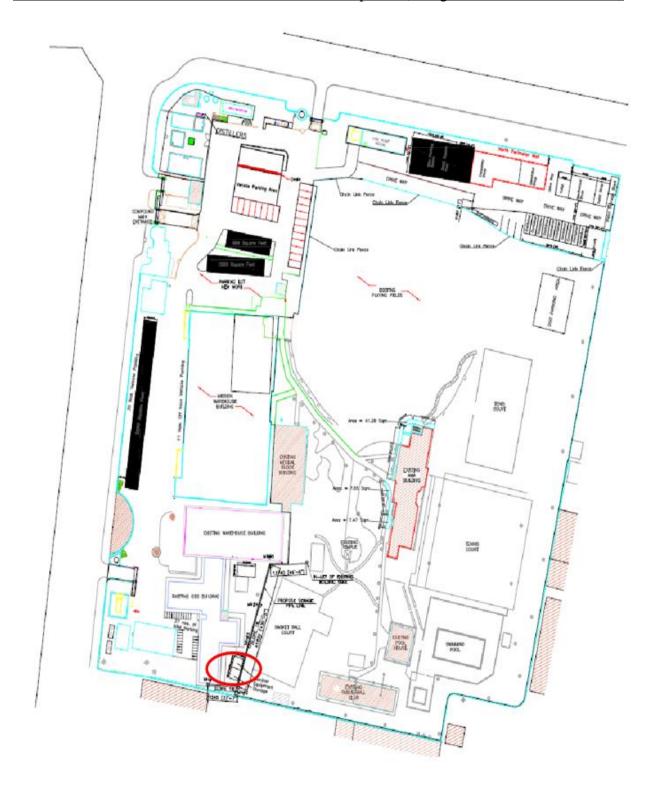
नेपाल सरकार सहरी विकास मन्त्रालयको सूचना

नेपाल सरकारले खानेपानी व्यवस्थापन बोर्ड ऐन,२०६३ को दफा ३ ले दिएको अधिकार प्रयोग गरी सुनसरी जिल्लामा धरान खानेपानी व्यवस्थापन बोर्ड गठन गर्ने निर्णय गरी नेपाल खानेपानी संस्थान धरान शाखाको सम्पत्ति, दायित्व र जिम्मेवारी सो बोर्डलाई हस्तान्तरण गर्न स्वीकृती दिएकोले सोही ऐनको दफा ५ को उपदफा

ATTACHMENT- 2 - Plan view of Chancery Landscape (storage area marked in red circle)



<u>ATTACHMENT – 3- Plan view of Phora Durbar compound (storage area marked in red circle)</u>



<u>ATTACHMENT – 4- Plan view of CMR landscape (storage area marked in red circle)</u>

Plan view of CMR landscape (storage area marked in red circle)

